

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 &amp; 30

1. REQUISITION NUMBER

PAGE 1 OF

41

2. CONTRACT NO.

3.AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

EP1781-01

6. SOLICITATION ISSUE DATE

10/17/2001

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

James D. Sprandel

b. TELEPHONE NUMBER (No collect calls)

202-305-7290

8. OFFER DUE DT/LOCAL TIME

01/11/2002 2:00PM

9. ISSUED BY

CODE

UNICOR, FPI Central Office  
320 First Street NW  
Washington, DC 20534

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV.BUSINESS☐ 8(A)

SIC: 3359

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

12. DISCOUNT TERMS

15. DELIVER TO

CODE

UNICOR Camp Warehouse  
I-17 N., Exit 225, Pioneer Road  
PHOENIX, AZ 85086-2078  
USA

16. ADMINISTERED BY

CODE

UNICOR, FPI Central Office  
320 First Street NW  
Washington, DC 20534

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-  
-  
-, DC

TELEPHONE NO. TIN:

RFQ: 6200001067

18a. PAYMENT WILL BE MADE BY

CODE

Federal Prison Industries, Inc.  
37940 N. 45th Ave., DEPT 1650  
PHOENIX, AZ 85086-2078  
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

See Section B

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES  
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET  
☒ FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO  
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_  
OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5),  
☒ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,  
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

10/18/2001

James D. Sprandel 202-305-7290

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE  
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR☐ PARTIAL☐ FINAL

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Terms of delivery: DST

### SECTION B SCHEDULE

This solicitation is for a 5 year, firm-fixed-price, indefinite delivery/indefinite quantity type contract to: 1) assist FPI Phoenix in achieving and maintaining QPL certification to assemble QPL connectors, and 2) provide components to FPI Phoenix for assembly into QPL connectors.

Factory must be QPL certified within 3 months of award.

Delivery orders issued iaw 52.216-19 are due FOB destination, UNICOR, Federal Prison Camp Warehouse, I-17 North, Exit 225, Pioneer Road, Phoenix, AZ 85086 within 120 calendar days after receipt of order, but not sooner than 90 calendar days after receipt of order unless prior authorization is received from the Factory Manager.

Variation in Quantity: +3%/-0%.

Mil-C-38999, Series I: G. Min = \$500,000 Est. Max. = \$10,000,000

Mil-C-38999, Series III: G. Min = \$500,000 Est. Max. = \$10,000,000

Mil-C-38999, Series IV: G. Min = \$500,000 Est. Max. = \$10,000,000

Mil-C-26482, Series II: G. Min = \$500,000 Est. Max. = \$10,000,000

Mil-C-83723, Series I: G. Min = \$500,000 Est. Max. = \$10,000,000

Mil-C-83723, Series III: G. Min = \$500,000 Est. Max. = \$10,000,000

Potting Compounds/Chemicals: G. Min = \$5,000 Est. Max. = \$50,000

Delivery orders may be issued orally, by facsimile, or by electronic commerce methods.

### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	CTR21261	1	EA				
M,38999,SERIES-I,CTRS-IAW-MILITARY*							
GROUP PURCHASE ONLY							
VERIFIED-PER-MIL-C-38999 SERIES I							
UNICOR PART NO: CTR21261							
DESCRIPTION: CONNECTOR							
MILITARY PART NO: M38999							
PROCUREMENT SPEC: MIL-C-38999/1							
QPL REQUIRED: YES							

# Request For Quote

## SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00002	CTR21262	1	EA				
	M,38999,SERIES-III,CTRS-IAW-MILITARY*						
	GROUP PURCHASE ONLY						
	VERIFIED-PER-MIL-C-38999 SERIES III						
	UNICOR PART NO: CTR21262						
	DESCRIPTION: CONNECTOR						
	MILITARY PART NO: M38999						
	PROCUREMENT SPEC: MIL-C-38999/3						
	QPL REQUIRED: YES						
00003	CTR21263	1	EA				
	M,38999,SERIES-IV,CTRS-IAW-MILITARY*						
	GROUP PURCHASE ONLY						
	VERIFIED-PER-MIL-C-38999 SERIES IV						
	UNICOR PART NO: CTR21263						
	DESCRIPTION: CONNECTOR						
	MILITARY PART NO: M38999						
	PROCUREMENT SPEC: MIL-C-38999/4						
	QPL REQUIRED: YES						
00004	CTR21264	1	EA				
	M,26482,SERIES-II,CTRS-IAW-MILITARY*						
	GROUP PURCHASE ONLY						
	VERIFIED-PER-MIL-C-26482 SERIES II						
	UNICOR PART NO: CTR21264						
	DESCRIPTION: CONNECTOR						
	MILITARY PART NO: M26482						
	PROCUREMENT SPEC: MIL-C-26482/2A						
	QPL REQUIRED: YES						
00005	CTR21265	1	EA				
	M,83723,SERIES-I,CTRS-IAW-MILITARY*						
	GROUP PURCHASE ONLY						
	VERIFIED-PER-MIL-C-83723 SERIES I						
	UNICOR PART NO: CTR21265						
	DESCRIPTION: CONNECTOR						
	MILITARY PART NO: M83723						
	PROCUREMENT SPEC: MIL-C-83723/1B						
	QPL REQUIRED: YES						
00006	CTR21266	1	EA				
	M,83723,SERIES-III,CTRS-IAW-MILITARY*						
	GROUP PURCHASE ONLY						
	VERIFIED-PER-MIL-C-83723 SERIES III						
	UNICOR PART NO: CTR21266						
	DESCRIPTION: CONNECTOR						
	MILITARY PART NO: M83723						
	PROCUREMENT SPEC: MIL-C-83723/3B						
	QPL REQUIRED: YES						
00007	CHG2389	1.000	OZ				
	POTTING-COMPOUND,GROUP-PURCHASE-ONLY						

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1. INTRODUCTION AND BACKGROUND:

UNICOR, Federal Prison Industries, Phoenix, Arizona manufactures and assembles QPL certified connectors for marketing to the Department of Defense and other government agencies. The successful contractor(s) shall be responsible for providing the manpower to train both staff and inmates - assuring they are qualified assemblers, certifying UNICOR Phoenix as a QPL assembler with the Department of Defense, providing any additional equipment required to manufacture QPL certified connectors, providing all necessary training and technical support to accomplish the tasks identified in this Statement of Work, and supplying all QPL certified components from the military family specifications awarded. A QPL certified product line at UNICOR Phoenix must be operational within 3 months of contract award.

### C.2. SCOPE AND OBJECTIVE:

The overall objective is for UNICOR Phoenix to enter into a five (5) year firm-fixed-price indefinite delivery/indefinite quantity type supply/services contract with a single or multiple offerors to: provide any additional equipment required to manufacture QPL certified connectors; procure QPL connector component parts; receive QPL certification to remain a QPL certified product line; and assemble and package connectors from the following connector military specification families:

MIL-C-38999 SERIES I, III AND IV  
MIL-C-26482 SERIES II  
MIL-C-83723 SERIES I AND III

### C.3. TECHNICAL SUPPLY REQUIREMENTS:

C.3.1. QPL COMPONENT/SUBCOMPONENT PARTS: The contractor(s) shall supply all QPL components required by FPI Phoenix that are offered in their product line for the military specification families awarded. All QPL certified components supplied by the contractor(s) shall be compatible and interchangeable with UNICOR Phoenix existing and/or contractor supplied equipment, fixtures and technology.

C.3.1.2. DEFECTIVE QPL COMPONENT REPLACEMENTS: In accordance with FAR 52.246-2, the Government will return any latent/patent defective QPL components within a reasonable time of discovery. The contractor shall replace defective QPL components within a maximum of 60 calendar days of written notification by the Government at the contractors expense.

C.3.1.3. COMPONENT QPL QUALIFICATIONS REQUIREMENT: The contractor shall demonstrate that all QPL components meet the standards prescribed for qualification before award of this contract. The contractor must be QPL certified at the time of award for the military specifications identified above. The contractor(s) shall provide the information identified by FAR 52.209-1 before award, if required.

C.3.1.4. COMPONENT SPECIFICATIONS/DRAWINGS: The contractor(s) shall provide the Contracting Officers Technical Representative (COTR) one copy of the specifications and drawings for all QPL certified components awarded. Specifications and drawings shall be provided to COTR no later than 30 calendar days after contract award, or by accepted offerors phase-in plan incorporated into contract award.

### C.4. CONTRACTOR/GOVERNMENT FURNISHED PROPERTY

C.4.1. CONTRACTOR/GOVERNMENT FURNISHED PROPERTY: If the existing equipment furnished by the Government is not interchangeable to the contractors operation, the contractor shall furnish and deliver to UNICOR Phoenix, any required

## Request For Quote

QPL certified equipment and tooling (referred to herein as Contractor Furnished Property, or CFP) required to manufacture, package and assemble QPL connectors.

If CFP is received by the Government in a condition not suitable for the intended use, the COTR will, upon receipt, notify the Administrative Contracting Officer detailing facts and, with the contractors written consent, either repair, modify or return same property at the expense of the contractor.

The COTR shall be responsible and accountable for all CFP provided under this contract. The Governments documents evidencing receipt of property will be accepted and property control records for CFP will be maintained.

The contractor shall retain title of CFP. The Government assumes the risk of and shall be responsible for any loss or destruction of, or damage to, CFP property upon its delivery to the Government unless the risk is covered by insurance or warranty by the contractor, or for which the contractor is otherwise reimbursed for the loss or destruction of, or damage to, but only to the extent of such insurance. However, the Government is not responsible for reasonable wear and tear to contractors property in performing this contract.

C.4.1.2. GOVERNMENT FURNISHED PROPERTY QPL CERTIFICATION: The Contractor Furnished Equipment and/or property shall be compatible with the existing government equipment. The contractor shall be responsible for all QPL certifications on any existing government equipment.

### C.5. TECHNICAL SERVICE REQUIREMENTS:

C.5.1. QPL CERTIFIED FACTORY CERTIFICATION: The contractor shall be responsible for establishing and certifying UNICOR Phoenix as a QPL certified assembler and distributor of all QPL certified components and connectors identified at no additional cost to the Government. The contractor shall provide the COTR all approved QPL certifications executed from the Department of Defense. The contractor shall notify the COTR in writing five (5) business days before the date and time of arrival for facility QPL certification.

C.5.2. ON-SITE TRAINING: The contractor shall provide at no additional cost to the Government a comprehensive training course to instruct government staff and federal inmates on the assembly and packaging requirements of the QPL certified components that govern QPL requirements.

C.5.3. TRAINING MANUALS AND RELATED SUPPORTING MATERIALS: The contractor shall provide all technical manuals, books and requirements for adhering to all aspects of the QPL operation. The contractor shall provide special electrical, environmental and or occupational safety requirements and assembly text/process procedures to assemble QPL components and procedures to package QPL parts. Supporting material such as handouts, slides, view graphs, related tests should be provided before the start of each training session. Technical manuals/books and related supporting materials shall be provided at no additional cost to the Government.

C.5.4. TRAINING SCHEDULE: The Government will provide written notification when training shall be required. The Government and contractor shall agree upon a training schedule within five (5) business days of written notification. The Government will ensure all staff and inmates are available (except for institution emergencies) once both the contractor and the Government have agreed upon time and date.

C.5.5. TECHNICAL SUPPORT: The contractor shall provide technical support for the QPL certified operation within five (5) business days after the Government receives written notification requiring QPL re-certification from DSCC. Technical support for areas such as, but not limited to, equipment, assembly parts, quality assurance, engineering and manufacturing will be provided at no additional cost.

C.5.6. OFF-SITE TRAINING: The Government will visit the contractors facility throughout the life of this contract to obtain training in such areas as, but not limited to, changes in QPL procedures, marketing strategies, and

## Request For Quote

technical advancements. The Government will be notified of, and allowed to attend, any beneficial on-site training that will be held at the contractors facility. The Government will absorb all costs associated with travel, lodging and miscellaneous expenses when visiting the contractors facility.

C.5.7. AUDITS: The contractor shall conduct all necessary audits throughout the life of the contract at no additional cost to the Government to ensure and maintain UNICOR Phoenix's QPL status. The contractor shall notify the COTR in writing five (5) business days before anticipated date of audit.

C.6. SPECIAL CONDITIONS:

C.6.1. SECURITY REQUIREMENTS: Security clearances will be required for all contractors and all personnel directly or indirectly employed by the contractor who will enter the Federal Correctional Institution at Phoenix, Arizona.

The contractor shall contact the Industrial Specialist at UNICOR Phoenix, who is responsible for conducting the appropriate clearances on the contractor and all personnel directly or indirectly employed by the contractor. The following information shall be provided to the Industrial Specialist fourteen (14) calendar days prior to anticipated entry into the facility: (1) complete name and any aliases (2) date of birth (3) social security number (4) home telephone number (10) work telephone number (6) home address (7) work address. These requirements are in accordance with Federal Bureau of Prisons program statement 3000.2.

C.7. DELIVERABLES/PERFORMANCE SCHEDULE: The delivery and performance dates for this contract are based upon the expectations that the following terms shall be met:

Delivery of CFP suitable for the use of this requirement; QPL factory/equipment certifications obtained; and necessary training and technical support provided to the Government at the times identified in the contractors phase-in plan accepted by the Government. These delivery/performance dates will enable the Government to meet customer contract requirements. Equitable adjustments may be assessed if the contractor fails to comply with the terms and conditions set forth in this contract. The COTR will notify the Administrative Contracting Officer in writing when deliverables or services are not received in accordance with the terms and conditions of the contract.

In the event the contractor encounters difficulty in meeting delivery or performance requirements, or anticipates difficulty in complying with the contract delivery or performance schedules/completion dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Administrative Contracting Officer in writing. The contractor will provide all pertinent details as to the delay. This information shall not be construed as a waiver by the Government of the delivery schedule or rights of the Government to invoke remedies as provided by law.

C.7.1. DELIVERY OF QPL COMPONENTS: The required delivery of all QPL components identified in the schedule located in Section B shall be made within 120 calendar days after receipt of order, but not sooner than 90 calendar days after receipt of order unless prior authorization is received from the Factory Manager.

C.7.2. DELIVERY PERFORMANCE SCHEDULES: The phase-in plan shall reflect the required delivery and performance schedules of each task identified in this Statement of Work. The phase-in plan shall be incorporated into and made a part of the contract.

END OF SECTION

## Request For Quote

### SECTION D - PACKAGING AND MARKING

Preservation, packaging and marking for all items covered by this contract shall be in accordance with military specification or, if allowed, commercial practice. Packaging must be adequate to insure acceptance by common carrier and safe arrival at destination. The contract number must be noted on the exterior shipping/packing label. Each package received must be marked for type and quantity.

A Certificate of Conformance must accompany each package/shipment. The contractor must certify that all applicable tests have been performed on lots of materials supplied against this contract and results are available for review by UNICOR, Phoenix, or other government representatives.

All shipments must be labeled:

CONTRACTORS NAME

DELIVERY ORDER NUMBER AND CONTRACT NUMBER

ITEM DESCRIPTION(S)

ITEM(S) QUANTITY AND WEIGHT

OTHER PERTINENT INFORMATION

END OF SECTION

## Request For Quote

### SECTION E - INSPECTION AND ACCEPTANCE

#### E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

#### E.2 52.246-2 Inspection of Supplies--Fixed-Price. AUG 1996

#### E.3 52.246-15 Certificate of Conformance. (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on [insert date], the [insert Contractor's name] furnished the supplies or services called for by Contract No. [ ] via [ ] (Carrier) on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: [ ]

Signature: [ ]

Title: [ ]

#### E.4 52.246-16 Responsibility for Supplies. (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.



## Request For Quote

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

END OF SECTION

## Request For Quote

### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

#### F.2 52.211-17 Delivery of Excess Quantities. SEP 1989

#### F.3 52.242-15 Stop-Work Order. AUG 1989

#### F.4 52.247-34 F.o.b. Destination. NOV 1991

#### F.5 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

3 Percent increase

0 Percent decrease

This increase or decrease shall apply to each quantity specified in the delivery schedule.

#### F.6. PERIOD OF PERFORMANCE:

This contract shall remain in effect for 5 (five) years from date of award.

#### F.7. PLACE OF DELIVERY:

Delivery shall be made Monday through Friday during the hours of 7:30 a.m. thru 11:00 a.m. and 12:00 p.m. thru 3:00 p.m. excluding institution emergencies and Federal Holidays.

Delivery orders against this contract will be issued by an authorized Administrative Contracting Officer located at: UNICOR, Federal Prison Industries, Inc., 37940 n 45th Ave, Dept 1650, Phoenix, AZ 85086. Telephone: 623/465-9757 x325, FAX: 623/465-9556. The COTR shall be Steve Southall, QA manager.

DELIVER TO: UNICOR, FEDERAL PRISON CAMP WAREHOUSE  
I-17 NORTH, EXIT 225, PIONEER ROAD  
PHOENIX, AZ 85086

BILL TO: UNICOR, FEDERAL PRISON INDUSTRIES  
37940 N. 45TH AVE., DEPT 1650  
PHOENIX, AZ 85086

## Request For Quote

### F.8. DELIVERY / PERFORMANCE SCHEDULE:

QPL CERTIFIED COMPONENTS: Unless otherwise specified in the Statement of Work or any modifications/amendments thereafter, the required delivery of all QPL components identified in the schedule located in Section B shall be made within 120 calendar days after receipt of order, but not sooner than 90 calendar days after receipt of order unless prior authorization is received from the Factory Manager. Delinquent materials will be expedited at contractors expense. Delinquencies will result in consideration being imposed. A return authorization number will be supplied for rejected material - the offeror will have no more than 60 calendar days to supply replacement material.

POTTING COMPOUND / CHEMICALS REQUIRED: The contractor shall provide the potting compounds and chemical agents required to assemble each military family. A material safety data sheet must be received before the initial shipment of each chemical required. Chemicals will be due 30 calendar days after receipt of order. All chemicals will be placed on an independent delivery order and not included in delivery orders for electrical components to the military families.

OTHER TASKS IDENTIFIED IN STATEMENT OF WORK: The contractors phase-in plan encompassing the tasks identified in the Statement of Work shall be incorporated as part of the delivery/performance schedule under this contract.

### F.9. NOTICE OF GOVERNMENT DELAYS:

In the event the contractor(s) encounter difficulty in meeting performance requirements, or when there is an anticipated difficulty in complying with the delivery terms or completion dates, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely delivery/performance of this contract, the contractor must immediately notify the Administrative Contracting Officer at UNICOR Phoenix (623/465-9757 x325), or in writing, giving pertinent details. This information will not be construed as a waiver by the Government of the required delivery schedule, or the Governments rights to impose consideration against delinquencies or other remedies provided by this contract.

END OF SECTION

## Request For Quote

### SECTION G - CONTRACT ADMINISTRATION DATA

Mr. Steve Southall, Quality Assurance Manager, Telephone: (623)465-9757 ext 340, is hereby designated to act as the Contracting Officers Technical Representative (COTR) under this contract. The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; and evaluating performance. The COTR does not have the authority to alter the contractors obligations under the contract, direct changes that fall within the purview of the contract, and/or modify any expressed terms, conditions, specifications or cost of the agreement. If as a result of technical discussions it is determined a contractual change is required, the Contracting Officer shall issue a change in writing as a modification to the contract.

This contract will be administered by UNICOR, Federal Prison Industries, 37940 n. 45th Ave., Dept 1650, Phoenix, AZ, attn: Mitzi D. Adams, Contract Specialist Telephone: (623) 465-0023, FAX: (623) 465-9556.

END OF SECTION

## Request For Quote

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following investigative procedures will be applied and appropriate forms completed before an individual is permitted inside an institution:

NCIC (National Crime Information Center) Check

#### Additional Special Contract Requirements

A. Personnel providing services under the resulting contract shall adhere to all regulations prescribed by the Federal Correctional Institution, Phoenix, Arizona.

B. Security clearances are required for all contractors and all personnel directly or indirectly employed by the contractor who will enter the Federal Correctional Institution at Phoenix, Arizona. The following information shall be provided to the Industrial Specialist fourteen (14) calendar days prior to anticipated entry into the facility: (1) complete name and any aliases (2) date of birth (3) social security number (4) home telephone number (10) work telephone number (6) home address (7) work address. These requirements are in accordance with Federal Bureau of Prisons program statement 3000.2.

C. Some services to be performed under the resulting contract will be accomplished within the confines of the Federal Correctional Institution, Phoenix, AZ. All persons performing duties within the perimeter of the Institution must adhere to strict rules and regulations.

### INSTITUTION SECURITY REGULATIONS

1. The presence of any kind of intoxicant, spirits, or malt liquors on the grounds of any penal institution or any part thereof is strictly prohibited.

2. All contract personnel will refrain from discussing personal or other matters not directly related with contract performance with inmates at all times. Contract personnel will not indulge in familiarity with inmates nor permit inmates to become familiar.

3. Contract personnel will not correspond with prisoners or ex-prisoners, nor shall they assist in any manner in conducting such correspondence.

4. Contract personnel will not strike or lay hands on an inmate unless it is to defend yourself or in strict adherence to examination procedures.

5. Contract personnel will not convey to or from any inmate any messages either oral or written.

6. Contract personnel will not at any time have in their possession, while on the premises of the institution, any firearms, ammunition or methods of communicating outside of the institution such as a pagers or cellular telephones.

7. Contract personnel will lock their vehicles at all times when they are parked on the premises of the institution and the keys to such vehicles will be in their possession.

8. Contract personnel must carry positive identification with them at all times. Identification will be examined upon entering and exiting the institution.

## Request For Quote

9. All tools and equipment will be recorded as they are brought into the Institution, and they will be accounted for and secured or reserved prior to leaving the Institution each time contract personnel enter and exit the institution.

10. It is against the law to introduce, or attempt to introduce into a Federal Correctional Institution or it's grounds, or take, or attempt to take, or send from this Institution, any article without the knowledge or consent of the Warden or his duly appointed representative. The use of cameras or recording equipment without the written consent of the Warden is strictly prohibited. Violators are subject to criminal prosecution and prison sentences of up to ten (10) years in accordance with Section 1791, Title 18, United States Code, Attorney General's Regulations, dated September 18, 1949).

Any deviation in the security requirements set forth in this contract will be cause for "Termination for Default." The Contractor shall be liable for any additional costs incurred by the Government as a result of such termination.

The Government reserves the right to approve or disapprove personnel being utilized by the contractor to provide the required services. Personnel who have been disapproved by the Government shall not be utilized in the performance of this contract.

END OF SECTION

## Request For Quote

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

- I.2 52.202-1 Definitions. OCT 1995
- I.3 52.203-3 Gratuities. APR 1984
- I.4 52.203-5 Covenant Against Contingent Fees. APR 1984
- I.5 52.203-6 Restrictions on Subcontractor Sales to the Government. JUL 1995
- I.6 52.203-7 Anti-Kickback Procedures. JUL 1995
- I.7 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
- I.8 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- I.9 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. JUN 1997
- I.10 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000
- I.11 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995
- I.12 52.211-5 Material Requirements. AUG 2000
- I.13 52.215-2 Audit and Records - Negotiation. JUN 1999
- I.14 52.215-8 Order of Precedence--Uniform Contract Format. OCT 1997
- I.15 52.215-14 Integrity of Unit Prices. OCT 1997
- I.16 52.215-17 Waiver of Facilities Capital Cost of Money. OCT 1997
- I.17 52.216-27 Single or Multiple Awards. OCT 1995
- I.18 52.217-2 Cancellation Under Multi-year Contracts. OCT 1997
- I.19 52.219-8 Utilization of Small Business Concerns. OCT 2000
- I.20 52.219-9 Small Business Subcontracting Plan. OCT 2000
- I.21 52.219-16 Liquidated Damages - Subcontracting Plan. JAN 1999
- I.22 52.222-20 Walsh-Healey Public Contracts Act. DEC 1996
- I.23 52.222-21 Prohibition of Segregated Facilities. FEB 1999
- I.24 52.222-26 Equal Opportunity. FEB 1999
- I.25 52.222-35 Affirmative Action for Disabled Vets and Vets of the Vietnam Era. APR 1998
- I.26 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
- I.27 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era. JAN 1999
- I.28 52.223-6 Drug-Free Workplace. JAN 1997
- I.29 52.223-14 Toxic Chemical Release Reporting. OCT 2000
- I.30 52.225-1 Buy American Act--Balance of Payments Program--Supplies. FEB 2000
- I.31 52.225-13 Restrictions on Certain Foreign Purchases. JUL 2000
- I.32 52.227-1 Authorization and Consent. JUL 1995
- I.33 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. AUG 1996
- I.34 52.227-3 Patent Indemnity. APR 1984
- I.35 52.229-3 Federal, State, and Local Taxes. JAN 1991
- I.36 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico. APR 1984
- I.37 52.232-1 Payments. APR 1984
- I.38 52.232-8 Discounts for Prompt Payment. MAY 1997
- I.39 52.232-11 Extras. APR 1984
- I.40 52.232-17 Interest. JUN 1996

## Request For Quote

I.41 52.232-18 Availability of Funds. APR 1984  
I.42 52.232-23 Assignment of Claims. JAN 1986  
I.43 52.232-25 Prompt Payment. JUN 1997  
I.44 52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration. MAY 1999  
I.45 52.233-1 Disputes. DEC 1998  
I.46 52.233-3 Protest after Award. AUG 1996  
I.47 52.242-12 Report of Shipment (REPSHIP). JUL 1995  
I.48 52.242-13 Bankruptcy. JUL 1995  
I.49 52.243-1 Changes - Fixed-Price. AUG 1987  
I.50 52.246-23 Limitation of Liability. FEB 1997  
I.51 52.248-1 Value Engineering. FEB 2000  
I.52 52.249-2 Termination for Convenience of the Government (Fixed-Price). SEP 1996  
I.53 52.249-8 Default (Fixed-Price Supply and Service). APR 1984  
I.54 52.253-1 Computer Generated Forms. JAN 1991  
  
I.55 52.209-1 Qualification Requirements. (FEB 1995)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Defense Supply Center Columbus (DSCC-VQ)  
Columbus, OH 43216-5000

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

[Offerors Name]

[Manufacturers Name]

[Sources Name]

[Item Name]

[Service Identification]

[Test Number] (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in



## Request For Quote

question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

### I.56 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 5 (five) years after date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.57 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## Request For Quote

### I.58 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 calendar days after contract completion date.

### I.59 52.223-11 Ozone-Depleting Substances. (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### WARNING

Contains (or manufactured with, if applicable) \*[ ], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

### I.60 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

#### (a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

## Request For Quote

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.61 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Justice Acquisition Regulation (48 CFR 28) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

END OF SECTION

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

BUSINESS MANAGEMENT QUESTIONNAIRE

CLIENT AUTHORIZATION LETTER SAMPLE

PERFORMANCE INFORMATION QUESTIONNAIRE FORM SAMPLE

PRICING FORMAT SAMPLE

BUSINESS MANAGEMENT QUESTIONNAIRE

## Request For Quote

Provide the following information pertaining to the last three government contracts performed by your firm which were similar to the requirements of this solicitation: (If you have not performed at least three government contracts, you may include commercial contracts.)

Customer name and address:

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Name of cognizant Contracting Officer: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_  
Contract status (active or complete): \_\_\_\_\_  
Percent of facility devoted to contract: \_\_\_\_\_  
Percent of staff devoted to contract: \_\_\_\_\_

Customer name and address:

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Name of cognizant Contracting Officer: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_  
Contract status (active or complete): \_\_\_\_\_  
Percent of facility devoted to contract: \_\_\_\_\_  
Percent of staff devoted to contract: \_\_\_\_\_

Customer name and address:

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Name of cognizant Contracting Officer: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_  
Contract status (active or complete): \_\_\_\_\_  
Percent of facility devoted to contract: \_\_\_\_\_  
Percent of staff devoted to contract: \_\_\_\_\_

## Request For Quote

SAMPLE

CLIENT AUTHORIZATION LETTER

Dear Client:

We are currently responding to the Department of Justice, Federal Prison Industries (tradename UNICOR), under solicitation #\_\_\_\_\_ for the procurement of QPL certified military components.

UNICOR has placed an increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitation be identified and that their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified \_\_\_\_\_ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated.

Any questions may be directed to \_\_\_\_\_

NOTE: This form will be used by the government to record information received from offerors references. This form is for informational purposes only and not to be photocopied or used as part of the proposal for any purpose.

## Request For Quote

SAMPLE  
PERFORMANCE INFORMATION QUESTIONNAIRE FORM

DATE:

OFFEROR:

CUSTOMER:

CONTACT PERSON:

TELEPHONE NUMBER:

SOLICITATION NUMBER:

PRIME OR SUBCONTRACTOR:

1. HOW MANY CONTRACTS / AGREEMENTS HAVE YOU HAD WITH CONTRACTOR?

2. WHAT PRODUCT(S) DID CONTRACT INCLUDE:

SAME AS WHAT UNICOR HAS OFFERED  
SIMILAR TO WHAT UNICOR OFFERS  
COMPLETELY DIFFERENT THAT WHAT UNICOR OFFERS

3. WHAT WAS THE HIGHEST DOLLAR VALUE OF CONTRACT?

4. DID CONTRACTOR ADHERE TO CONTRACT DELIVERY SCHEDULE?

EXCEEDED \_\_\_\_\_ MET \_\_\_\_\_ LESS \_\_\_\_\_

5. WOULD YOU DESCRIBE THE QUALITY OF PRODUCTS RECEIVED AS MEETING THE INDUSTRY STANDARD / SPECIFICATION:

ABOVE AVERAGE \_\_\_\_\_ AVERAGE \_\_\_\_\_ BELOW AVERAGE \_\_\_\_\_

6. TO WHAT EXTENT DID THE EMPLOYEES ANSWER QUESTIONS PERTAINING TO TECHNICAL, ORDER STATUS, AND CONTRACT ISSUES?

ALWAYS RESOLVED IN TIMELY MANNER  
USUALLY RESOLVED IN TIMELY MANNER  
RARELY RESOLVED IN TIMELY MANNER

7. HOW EFFECTIVE WAS THE CONTRACTOR IN REPLACING DEFECTIVE/DAMAGED PRODUCTS?

NO REPLACEMENTS REQUIRED  
REPLACED QUICKLY  
DIFFICULTY RECEIVING REPLACEMENTS

8. WOULD YOU ENTER INTO ANOTHER CONTRACT/AGREEMENT WITH THIS CONTRACTOR?

Request For Quote

YES \_\_\_\_\_ NO \_\_\_\_\_

9. WHAT IS YOUR OVERALL RANKING FOR THIS CONTRACTOR?

OUTSTANDING \_\_\_\_\_  
EXCELLENT \_\_\_\_\_  
AVERAGE \_\_\_\_\_  
BELOW AVERAGE \_\_\_\_\_  
UNSATISFACTORY \_\_\_\_\_

INTERVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_



## Request For Quote

SAMPLE PRICING SHEET  
MIL-C-38999 Series I  
COMPONENTS

Offerors P/N

### Description

Price Each

END OF SECTION

## Request For Quote

### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

#### K.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

#### K.2 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

#### K.3 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

## Request For Quote

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### K.4 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

## Request For Quote

☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts

## Request For Quote

terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 Small Business Program Representations. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335931.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this

## Request For Quote

provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

## Request For Quote

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

### K.8 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (\_\_\_) has, (\_\_\_) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### K.9 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### K.10 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R

## Request For Quote

filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 52.225-2 Buy American Act--Balance of Payments Program Certificate. (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products: Line Item No.: [     ]

Country of Origin: [     ]

[(List as necessary)]

(a)                The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.12 FPI 1000K1    OMB Clearance No./Paperwork Reduction Act

OMB Clearance Number: 1103-0018, expires 2/29/04 (under Paperwork Reduction Act). Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF THE PROCUREMENT EXECUTIVE  
ROOM 1228, ARIEL RIOS BUILDING  
TWELFTH & PENNSYLVANIA AVE., N.W.  
WASHINGTON, DC 20530



## Request For Quote

And to:

THE OFFICE OF INFORMATION AND REGULATORY AFFAIRS  
OFFICE OF MANAGEMENT & BUDGET  
WASHINGTON, DC 20503

K.13 FPI 1000K2 Subcontract Certification

This contract does \_\_\_\_\_ does not \_\_\_\_\_ provide for any subcontracting possibilities.

If the answer is in the affirmative, offeror will submit a subcontracting plan in accordance with the requirements of FAR 52.219-9, FPR Temp. Reg. 50.

END OF SECTION

# Request For Quote

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

### L.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

L.2 52.215-1 Instructions to Offerors--Competitive Acquisition. FEB 2000

L.3 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. FEB 1999

L.4 52.237-1 Site Visit. APR 1984

### L.5 52.204-6 Data Universal Numbering System (DUNS) Number. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

### L.6 52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and

## Request For Quote

descriptions listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L. (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.7 52.214-34 Submission of Offers in the English Language. (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.8 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.9 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm-Fixed-Price indefinite delivery/indefinite quantity type contract resulting from this solicitation.

L.10 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.11. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a Pre-proposal Conference followed by a site visit on November 15, 2001, 9:00 a.m. PST, at UNICOR, Federal Prison Industries, I-17 North, Exit 225, Pioneer Rd, Phoenix, AZ 85086. All offerors should plan to arrive 30 minutes early in order to allow for security processing. Attendance is not mandatory, however, this will be the only chance for offerors to visit the site. All offerors planning to attend must contact the Industrial Specialist, Keith Ferris, Phone (623) 465-5181, at least 15 business days prior to the conference with the names of all attending and the additional information requested in paragraph C.6.1. This will allow time for the required security checks to be conducted prior to the conference. Space is limited so only prime contractors are invited. Any person failing the security check will be informed and will not be allowed entry to the institution. Only the individual failing will be informed of the reason for the failure. Offerors are requested to submit questions (Requests for Information) and/or suggestions in advance by email to or by fax to James D. Sprandel at (202)305-7355. Information discussed at this conference will be disseminated to all offerors requesting a proposal.

L.12. INSTRUCTIONS FOR PROPOSALS

## Request For Quote

Offerors proposal will be considered in award. Therefore, proposals should be specific, complete, and clearly state how the requirements of this solicitation will be accomplished with appropriate substantiation and rationale.

Offerors are prohibited from providing information in written proposals that has not been requested and are advised not to restate or re-phrase the Governments requirements.

The organization and structure of your written proposals must comply with the format listed. Failure to comply with the format may have a negative effect upon the evaluation of an offerors proposal.

### ORGANIZATION AND CONTENT OF PROPOSALS:

Proposals shall be submitted in two volumes, with a table of contents listing the individual tabs for each part to include information specified below:

#### VOLUME ONE

Part I              Technical Proposal

#### VOLUME TWO

Part I              Solicitation

Part II             Past Performance Information

Part III            Pricing Diskettes   2 copies

Note: Offerors are required to submit six (6) hard copies of Volume One and one (1) hard copy of Volume Two (including one hard copy of the pricing information), as well as 2 copies of the pricing information on separate computer CD ROM diskettes. The information on the computer diskettes shall be in Microsoft Excel format and be structured in accordance with the sample provide in Section J.

#### VOLUME ONE, PART I   TECHNICAL PROPOSAL

Tab 1:              Provide an introduction and summary describing offerors understanding of the tasks to be performed in the Statement of Work. Summary is to include areas such as phase-in plan/phase-out plan, key personnel, training, equipment requirements, and QPL certification.

Tab 2:              Describe in detail what certification requirements are needed and how they will be obtained and maintained throughout the life of the contract, as well as the timeframe to accomplish.

Tab 3:              Phase-in plan / phase-out plan: Offer shall provide a detailed plan of action, including a proposed timetable for completion of all tasks, concerning how the objective will be implemented without causing production delays. Plan should include equipment needed, training to be provided (both on-site and at contractors facility), delivery of tooling and chemicals, how offeror will certify and maintain QPL certification for factory operation (including equipment certification). Phase-out plan shall include disposition of equipment supplied and return of any excess inventory located at the factory back to the supplier.

Tab 4:              Offerors detailed plan of training staff and inmates (both on-site and at contractors facility), to include up-dated changes and initiative as they occur. Experience, education and training are to be identified for key personnel the offeror will utilize during the performance of this requirement.

Tab 5:              Quality Awards may be described or certifications offered that indicate a high-quality process for

## Request For Quote

developing and producing the same or similar items identified in the solicitation.

Tab 6: Identify any enhancements that would be advantageous to the Government and would contribute to the success of this requirement.

### VOLUME TWO, PART I - SOLICITATION

Tab 1: Signed SF33.

Tab 2: Any amendments (signed, if required) issued during the solicitation phase.

Tab 3: Completed representations and certifications found in Section K

### VOLUME TWO, PART II: PAST PERFORMANCE INFORMATION

Performance information will be used to determine responsibility and as an evaluation factor. The Government will focus upon information that demonstrates quality and timely delivery of performance relative to the size and complexity of the procurement under consideration.

Tab 1: The Offeror shall provide the appropriate Dun and Bradstreet number/numbers, which the Government will use to obtain additional company-related information to evaluate responsibility of offeror.

Tab 2: Offeror is to provide a minimum of three contracts or subcontracts completed for Federal, State and local governments, or private customers (See the Business Management Questionnaires located in Section J). Contracts must be current or have been completed within the previous three years and must be similar in size and complexity to this solicitation. For each reference, contractor shall complete and include a copy of the client authorization letter (see Section J for sample) sent to the client, authorizing the client to respond to any past performance inquiries made in connection with this solicitation. The Government may contact references other than those identified by the offeror and the information received used in the evaluation of the offerors past performance.

Tab 3: Offeror shall provide financial references, including at least one financial institution. For each reference, contractor shall complete and include a copy of an authorization letter sent to the financial institution, authorizing the financial institution to respond to any financial capability inquiries made in connection with this solicitation. These references will be contacted to assist in determining the financial responsibility of each offeror to enter into a contract of this magnitude.

### VOLUME TWO, PART III - PRICING

Offeror shall submit one price per component part included in offerors proposal for the five (5) year contract period. Incremental or yearly pricing is not allowed. Offerors are required to submit one hard copy of the pricing information, as well as 2 copies of the pricing information on separate computer CD ROM diskettes. The information on the computer diskettes shall be in Microsoft Excel format and be structured in accordance with the sample provide in Section J in order to facilitate computer searches of the data. The price sheets shall include part numbers, descriptions, and prices per unit on each component for the five (5) year contract period.

Note: Pricing must be submitted for all items to be considered in offerors proposal, including:

Mil-C-38999 Series I, III and IV

Mil-C-26482 Series II

Mil-C-83723 Series I, III

Potting Compound, RTV chemicals required under Military specifications.

## Request For Quote

When time to evaluate offerors price arrives, all offerors will be requested to submit a list of all components needed to build each specific connector contained in the representative sample.

END OF SECTION

# Request For Quote

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain.html>

### M.2 52.232-15 Progress Payments Not Included. APR 1984

M.3. Award will be made to the offeror whose proposal represents the best overall expected value per Military family to the Government based on the evaluation factors specified in this solicitation. The Government will determine each proposals overall expected value by comparing the offerors proposal against the evaluation factors indicated. The Government may make multiple awards, however, awards will be made for entire military specification families and according to what is most advantageous to the Government.

Proposals should contain all components per Military family the offeror would like to be considered for.

Proposals which are unrealistic in terms of technical or schedule or unrealistically low in price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may be rejected.

The contractors must comply with the minimum standards prerequisite to an affirmative determination of responsibility as defined by the Federal Acquisition Regulation (FAR) 9.104-1.

Offerors are advised that the Government intends to evaluate proposals without discussions; therefore, the initial proposal should contain the offerors best cost/price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

If discussions are required, the Contracting Officer will make the determination as to which proposals are in the competitive range. The initial number of proposals considered as being within the competitive range may be reduced when, as a result of written or oral discussions, any proposal has been determined to no longer be among the most highly rated offers being considered for award.

Final evaluation of proposals, if necessary, within the competitive range will be conducted after final proposal revisions are received in accordance with the evaluation factors specified herein.

### M.4. EVALUATION/AWARD CRITERIA

The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered. A technical and past performance evaluation will be performed on each offerors technical proposal based on the information furnished, as well as any previous knowledge or associations, using the following evaluation factors:

Technical

## Request For Quote

Past Performance / Quality

Price

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. All evaluation factors other than cost or price are equal in importance to one another.

UNICOR will not select an offeror merely because it offers higher technical and/or past performance capability than its competitors. UNICOR will not select an offeror no matter what the technical capability and/or past performance is reflected in its proposal if we do not believe the margin of technical capability is worth the margin of price in comparison with one or more competing proposals.

M.5. TECHNICAL factor will be evaluated on an overall assessment of sub-factors. This factor considers the offerors capability to meet the minimum technical requirements of the solicitation. The sub-factors are in descending order of importance:

1. Offerors understanding of the requirement, including a comprehensive reasonable phase-in and phase-out plan, which will secure a fully operational Certified Product line within 3 months of award;
2. How the offeror will implement all certification requirements and maintain QPL certification for the factory operation;
3. How the offeror will meet the delivery schedules in the contract and in the offerors phase-in plan;
4. Offerors detailed plan of training staff and inmates, to include up-dated changes and initiatives as they occur (as well as how training will be completed on-site and at the contractors facility). This also includes the experience, education, and training of key personnel offeror will utilize during the performance of the contract.
5. Quality Awards or certifications received that indicate a high-quality process for developing and producing the same or similar items identified in the solicitation.
6. How the offerors enhancements will be advantageous to the Government and the offeror and will benefit the overall success of the operation.

M.6. PAST PERFORMANCE/QUALITY factors will be evaluated and based on an overall assessment of sub-factors. Assessment of the offerors past performance is one of the means of evaluating the credibility of the offerors proposal and relative capability to meet the performance requirements. Information utilized will be obtained from references listed in the proposal, UNICORs past performance reports, other customers known to the Government, and other sources who may have useful/relevant information. Information will also be considered regarding any significant subcontractors. If an offeror, or the proposed employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor. The sub-factors are as follows:

1. Relevance of references to solicitation (including established relationship, similar products, and similar dollar amounts)
2. On-Time delivery (early, on-time, or delinquent)
3. Quality of product (not meet specifications, meet specifications, or exceed specifications)
4. Customer Service/Relations (questions answered in timely manner, technical/order status/contractual issues resolved in timely manner, effectiveness in replacing defective/damaged items, overall customer satisfaction)



## Request For Quote

M.7. PRICE factors will be evaluated using price analysis techniques based on a representative sampling of component parts for each Military family, comprising current and anticipated finished components to be assembled by FPI Phoenix. The Governments primary consideration will be which proposal(s) result in the best value and that which is most advantageous to the Government. The Government will evaluate components from each military family and series.

When time to evaluate offerors price arrives, all offerors will be requested to submit a list of all components needed to build each specific connector contained in the representative sample.

This list will be cross-referenced with the offerors proposed pricing for each component to arrive at a representative price for evaluation purposes.

END OF SECTION